

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application No. : 09/901,014 Confirmation No.: 8862
Applicant : CHU, Wei-Sing
Filed : 10 July 2001
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Examiner : Nelson YANG

Attorney Docket No. : 2313-116

Customer No. : 6449

TERMINAL DISCLAIMER

Director of the United States Patent
and Trademark Office
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

The owner, AMERICAN REGISTRY OF PATHOLOGY, of one hundred percent (100%) interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term of **prior patent** No. 7,262,022 as the term of said **prior patent** is defined in 35 U.S.C. §§ 154 to 156 and 173, and as the term of said **prior patent** is presently shortened by any terminal disclaimer. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the said **prior patent** are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

The owner, AMERICAN REGISTRY OF PATHOLOGY, of one hundred percent (100%) interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term of any patent granted on pending **second application** Serial No. 11/525,853 as the term of any patent granted on said pending **second application** is defined in 35 U.S.C. §§ 154 to 156 and 173, and as the term of any patent granted on said pending **second**

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In making the above disclaimers, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. §§ 154 to 156 and 173 of the **prior patent** or of any patent granted on the pending **second application**, “as the term of said prior patent is presently shortened by any terminal disclaimer,” or “as the term of any patent granted on the pending **second application** may be shortened by any terminal disclaimer filed prior to grant of any patent on the pending **second application**” in the event that any of said **prior patent** or any patent granted on said pending **second application**: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321, has all claims cancelled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as shortened by any terminal disclaimer.

The undersigned is an attorney of record.

The fee was authorized for payment as required under 37 CFR 1.20(d) in a previous filing dated 2 April 2009, but the terminal disclaimer was not accepted. If any fee is due with this submission, please charge it to Deposit Account 02-2135. Please credit any overpayment to Deposit Account 02-2135.

Respectfully submitted,

ROTHWELL, FIGG, ERNST & MANBECK, P.C.

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